

American Beach Water and Sewer District Advisory Board

Erving Gilyard
Advisory Board Chairman
96135 Nassau Place, Suite 1
Yulee, FL 32097
ABWSD2@nassaucountyfl.com

January 11, 2024

American Beach Water and Sewer District Property Owners:

Over the last several years, discussions of the St. Johns River Water Management District (SJRWMD) Rural Economic Development Initiative (REDI) Grant were included in many community meetings and American Beach Water and Sewer District Advisory Board meetings.

The REDI grant could provide funding to residents within the American Beach Water and Sewer Districts (District) for the cost of septic abandonment and sewer connection from the home to the main sewer line once the water and sewer conversion project is complete. In order to qualify for the REDI grant, property owners within the District boundaries, with existing septic systems, submitted letters of intent to connect to the new central system. The letters of intent noted that grant funding is contingent upon a minimum level of participation from property owners in the District.

Based on the initial interest and the completed application process, the County was tentatively awarded the REDI Grant funding in April 2023. As noted in the letter from the SJRWMD “the American Beach Water and Sewer District Well and Septic Tank Phase Out Project, is among those approved in the ranking. District staff will begin preparation of a draft statement of work (SOW) based on your cost-share application and will be sending it to you soon for review and input. Once the SOW is finalized, staff will send you a draft contract for review and comment.”

The County and SJRWMD have been in negotiations since receiving notice of tentative award. In order to continue to qualify for REDI grant funding and comply with the grant agreement, at least 79 commitments are required for the removal of on-site treatment and disposal systems (OSTDS) from properties within the District. To be able to execute the grant agreement, the County must receive commitments from 79 property owners within the District committing to participate in the REDI program, complete the septic tank abandonment, and connect to the Nassau Amelia Utility (NAU). It is important to note, if 79 non-revocable letters of commitment are not received, the District will no longer qualify for the REDI grant and funding may not be awarded to the District from SJRWMD.

The Non-Revocable Letters of Commitment shall include a signed license agreement for temporary property access to allow work to be performed on your property for the septic abandonment and sewer connection, along with proof of payment or established payment plan of the Nassau Amelia Utility (water/sewer provider) sewer capacity fee. These three items should be provided to the County Manager’s office no later than February 16, 2024 located at 96135 Nassau Place, Suite 1, Yulee, Florida 32097.

If the County receives the minimum required 79 fully executed Non-Revocable Letters of Commitment (including temporary property access agreement, and sewer capacity fee) then the County and the SJRWMD may enter into the agreement and provide the REDI grant award. If the County does not receive the 79 Non-Revocable Letters of Commitment, then the County will not be awarded by SJRWMD. The REDI grant will provide up to \$6,750.50 per residential unit for the lateral connection from the right-of-way (ROW) to the residence, septic tank abandonment, and sewer permit fees and inspection. Any costs for these items, exceeding \$6,750.50 shall be the sole responsibility of the property owner, in addition to the other costs not covered by the grant to include but not limited to NAU sewer capacity charges. Those fees, \$1,548, are to be paid at the time of your letter of commitment submission. This may be accomplished through a payment plan through NAU, who can be reached at (904) 530-6300. Payment plans may occur over a period of 6-10 months with the initial payment due March 2024. The REDI grant does not cover any charges or fees related to water connections.

Should the REDI grant be awarded and an agreement executed, construction for the sewer abandonment and septic connections must begin before June 30, 2024 with an anticipated completion date of September 2024. Under the REDI grant agreement, the County will coordinate and contract with the contractors based on the signed license agreement for temporary access.

Please feel free to reach out the County Manager's office at 904-530-6010 with any additional questions.

Sincerely,



Erving Gilyard, Chairman
American Beach Water and Sewer District Advisory Board

**Non-Revocable Letter of Commitment
American Beach Septic to Sewer System Conversion Project**

The American Beach Water and Sewer District ("District") is currently constructing a centralized sewer system project to eliminate on-site treatment and disposal systems (OSTDS) as part of the District's septic-to-sewer project. In conjunction with this project, the District has submitted a cost-share grant application with intentions of partnering with the St. John's River Water Management District (SJRWMD) to complete the abandonment of the existing septic tanks and connect individual residences to the centralized sewer system.

The County and SJRWMD have been in negotiations since receiving notice of tentative award. In order to continue to qualify for REDI grant funding and comply with the grant agreement, at least 79 commitments are required for the removal of OSTDS systems from properties within the District. To be able to execute the grant agreement, the County must receive commitments from 79 property owners within the District committing to participate in the REDI program, complete the septic tank abandonment, and connect to the Nassau Amelia Utility (NAU). It is important to note, if 79 non-revocable letters of commitment are not received, the District will no longer qualify for the REDI grant and funding will not be awarded to the District from SJRWMD.

Property Owner's Name: _____

Property Co-Owner's Name: _____

Property Street Address: _____

Owner's Mailing Address: _____

Email Address: _____

Main Phone: _____

Alternate Phone: _____

Is the Property Deed in the name listed above? ___ yes ___ no

Is the signed license agreement for temporary property access attached ___ yes ___ no

Is proof of sewer capacity fee payment or payment plan included ___ yes ___ no
(NAU can be reached at (904) 530-6300)

Payment of sewer capacity fee may be accomplished through a payment plan through NAU, who can be reached at (904) 530-6300. Payment plans may occur over a period of 6-10 months with the initial payment due March 2024. The REDI grant does not cover any charges or fees related to water connections.

Note: this letter and supporting documentation must be submitted by February 16, 2024

I, the undersigned, hereby indicate my non-revocable commitment to participate in the District's septic to sewer program and have provided the signed license agreement for temporary property access and the required sewer capacity fee. I am aware that grant funding is contingent upon at least 79 property owners commitment to abandon their septic system and connect to the centralized sewer system. By signing this non-revocable commitment, should funding not be awarded by SJRWMD I understand I shall remain fully responsible for all cost and activities.

Property Owner Signature: _____ Date: _____

Property Co-Owner's Signature: _____ Date: _____

LICENSE AGREEMENT FOR TEMPORARY ACCESS

Nassau County, a political subdivision of the State of Florida, (County), and _____, (Owner) of property located at (Address) _____,

and further identified as (Parcel ID or Lot/Block) _____ do hereby agree as follows:

1. County is the utility provider for sewer services (on behalf of itself and the American Beach Water and Sewer District) and Owner is a customer receiving sewer service or is within the American Beach Water and Sewer District's service area and eligible to receive services when sewer services are available.
2. County has requested and Owner has agreed to grant a license to allow County, its contractors, agents, representatives, and employees to enter, upon twenty-four (24) hours prior written notice for construction activities and at reasonable times, the lands owned by Owner and described as (Address, Parcel ID or Lot/Block) _____ (the "Property"). Entry onto the property will be for the purpose of installation of a sewer service lateral pipe, connection of the sewer pipes to the on-site primary building and proper abandonment of existing septic tank and related infrastructure (the "Facilities"). The term of license shall extend from the date of execution of this License Agreement for Temporary Access (the "License") by both parties and shall expire on September 30, 2025.
3. County shall be solely responsible for the costs and expenses associated with its access under this License excluding any costs associated with gopher tortoise studies and/or management of gopher tortoises. County shall insure that any work done under this License at the Property is in compliance with all applicable laws and shall take reasonable steps to ensure County's activities do not unreasonably interfere with Owner's use of the Property.
4. Owner shall provide all gopher tortoise relocations, temporary exclusion or avoidance techniques required by Florida Wildlife Commission (FWC) prior to the County personnel entering the site. County personnel shall not enter a site with an active burrow or without documentation that an inactive burrow classification has been accepted by FWC.
5. In entering on the Property, County and its contractors, agents, representatives, and employees do so at their own risk and Owner shall not be liable for any damage to County's personnel, equipment or improvements resulting from County's occupancy and utilization of the Property. Owner shall not, however, cause any intentional damage to the Property or County Facilities. The Owner will restrain animals when work is being performed in the vicinity of their property.
6. The Owner, shall protect, defend, indemnify and hold harmless County, its contractors, agents, representatives, and employees from and against any and all losses, claims damages, liabilities, costs and expenses and other obligations including, without limitation, reasonable attorneys' fees and court costs arising from, out of, or in connection with, or

otherwise relating to connection of the Property to the sewer system and disconnecting the septic tanks currently in use in, on, or about the Property under this License.

7. The County has received a Rural Economic Development Initiative (REDI) grant from the State of Florida to fund the Facilities needed to connect the Property to central sewer services. The Owner shall be responsible for all applicable capacity charges, connection fees, permit fees including gopher tortoise permit and/or relocation fees, or any other fees or charges not covered by the available REDI grant funds. All due diligence of any applicable fees and charges should be conducted and confirmed by the Owner prior to signing this License, as such items may require payment prior to work being commenced.
8. The Owner understands this access is solely for the connection of the Property to the sewer system and disconnecting the septic tanks currently in use. No work, services, fees, or charges related to water connections are included as part of this agreement.
9. Upon completion of the above-mentioned activities or expiration of the term of this License, whichever is earlier, County shall restore the lands to as good condition which existed prior to the activities of County. The sewer lateral pipe located on the Owner's property will become the Owner's property upon completion of the project and the Owner will be responsible for maintaining the sewer service lateral.
10. The permission for temporary access under this License shall not confer any estate, title nor exclusive possessory rights in the Property to the County. This License may be assigned by the County to the Florida Governmental Utility Authority or any other subsequent owner of the central sewer system without the consent of the Owner.
11. Owner represents that Owner has full authority to enter into the License.

Executed this _____ day of _____, 20_____.

NASSAU COUNTY

By:_____

Print Name:_____

Approved as to form:

By:_____

Its: County Manager

County Attorney

Date:_____

WITNESSES:

Signature

Print Name

Signature

Print Name

WITNESSES:

Signature

Print Name

Signature

Print Name

OWNER #1

By:_____

Print Name:_____

Date:_____

OWNER #2

By:_____

Print Name:_____

Date:_____